

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

TYLER CARR, an individual,

Plaintiff,

v.

TAYLOR NOREN, an individual, WELLS
FARGO BANK, N.A. AS TRUSTEE FOR
HARBORVIEW MORTGAGE LOAN
TRUST 2006-10, a Delaware corporation,
GREENPOINT MORTGAGE FUNDING,
INC., a New York corporation, and the
INTERNAL REVENUE SERVICE, a federal
agency,

Defendants.

NO. 2:22-CV-00115-RSL

**STIPULATION AND AGREED ORDER
QUIETING TITLE AND DISMISSING
DEFENDANT GREENPOINT
MORTGAGE FUNDING, INC.**

COMES NOW the Plaintiff, Tyler Carr (“Plaintiff”), by and through his counsel Cairncross & Hempelmann, P.S., and one of the defendants, Greenpoint Mortgage Funding, Inc. (“GPM”), by and through its counsel Stokes Lawrence, P.S., and hereby stipulate and agree as follows:

1. Plaintiff filed this action seeking to, *inter alia*, quiet title to the real property located at 3635 23rd Avenue West, Seattle, Washington 98199, and legally described as:

1 Lot 19, Block 3, Gilmans Addition to the City of Seattle, according to
2 the plat thereof recorded in Volume 5 of Plats, Page 93, records of
King County, Washington.

3 Tax Parcel No. 277060-0390-09

4 This real property is hereafter referred to as the “Subject Property.”

5 2. Plaintiff alleges that he and co-defendant Taylor Noren (“Defendant Noren”) hold title
6 to the Subject Property as tenants in common pursuant to a Statutory Warranty Deed recorded on
7 April 5, 2005. *See* Am. Compl. (ECF 5-6) at ¶ 8, Ex. A.

8 3. GPM has a record interest in the Subject Property through a Deed of Trust recorded
9 in King County under Auditor No. 20060228003172 (the “GPM DOT”). The GPM DOT was made
10 to secure a mortgage in the original principal sum of \$480,000.00. A true and correct copy of the
11 GPM DOT is attached hereto as **Exhibit “1.”**

12 4. Plaintiff alleges that the GPM DOT was paid in full on or about June 6, 2006. Am.
13 Compl. (ECF 5-6) at ¶ 9. GPM has been unable to locate payment records for the loan secured by the
14 GPM DOT.

15 5. Plaintiff alleges that the GPM DOT was never reconveyed to Plaintiff and Defendant
16 Noren. *Id.* On the basis of the foregoing, Plaintiff seeks an order quieting title to the Subject Property
17 “free and clear of” the GPM DOT, and declaring the GPM DOT null and void. *Id.* at ¶¶ 26–28.

18 6. GPM does not claim that it is entitled to any money from Plaintiff or Defendant
19 Noren, that GPM has the right to foreclosure upon the Subject Property, or that GPM has any liens
20 or encumbrances on the Subject Property.

21 7. Further, GPM expressly disclaims any and all rights, title, and interest in and to the
22 Subject Property, the GPM DOT, and/or the note or any other obligations secured by the GPM
23 DOT.

24 8. Based on the foregoing, Plaintiff and GPM respectfully request entry of the Agreed
25 Order Quieting Title attached hereto.

1 Dated this 11th day of February, 2022.

2 Agreed to by:

3 **CAIRNCROSS & HEMPELMANN, P.S.**

4
5 /s/ Binah B. Yeung

6 Binah B. Yeung, WSBA #44065

7 byeung@cairncross.com

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9 Seattle, WA 98104

10 T: (206) 254-4467

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12 Attorney for Plaintiff Tyler Carr

13 **STOKES LAWRENCE, P.S.**

14 /s/ Claire Taylor

15 Claire Taylor, WSBA #47067

16 Claire.taylor@stokeslaw.com

17 1420 Fifth Avenue, Suite 3000

18 Seattle, WA 98101

19 T: (206) 892-2192

20 F: (206) 464-1496

21 Attorney for Defendant Greenpoint Mortgage Funding, Inc.

22 **AGREED ORDER QUIETING TITLE**

23 This matter came before the Court on the Stipulation of the Plaintiff, Tyler Carr, and
24 Defendant Greenpoint Mortgage Funding, Inc. (collectively, the “Parties”) and the limited opposition
25 filed by the Internal Revenue Service. In making its ruling, the Court has relied on the pleadings and
26 records on file with the Court in the above captioned case. Now, being fully advised in the premises,
the Court hereby makes the following findings of fact and conclusions of law:

1. The Plaintiff, Tyler Carr (“Plaintiff”), filed this action seeking to, *inter alia*, quiet title
to the real property located at 3635 23rd Avenue West, Seattle, Washington 98199, and legally
described as:

STIPULATION AND AGREED ORDER QUIETING TITLE
AND DISMISSING DEFENDANT GREENPOINT
MORTGAGE FUNDING, INC. - 3
NO. 2:22-CV-00115-RSL

CAIRNCROSS & HEMPELMANN, P.S.
ATTORNEYS AT LAW
524 Second Avenue, Suite 500
Seattle, Washington 98104-2323
office 206 587 0700 fax 206 587 2308

1 Lot 19, Block 3, Gilmans Addition to the City of Seattle, according to
2 the plat thereof recorded in Volume 5 of Plats, Page 93, records of
King County, Washington.

3 Tax Parcel No. 277060-0390-09

4 This real property is hereafter referred to as the “Subject Property.”

5 2. Plaintiff alleges that he and co-defendant Taylor Noren (“Defendant Noren”) hold title
6 to the Subject Property as tenants in common pursuant to a Statutory Warranty Deed recorded on
7 April 5, 2005. *See* Am. Compl. (ECF 5-6) at ¶ 8, Ex. A.

8 3. Greenpoint Mortgage Funding, Inc. (“GPM”) has a record interest in the Subject
9 Property through a Deed of Trust recorded in King County under Auditor No. 20060228003172 (the
10 “GPM DOT”). *See* Stipulation at Ex. 1.

11 4. Plaintiff alleges, and GPM has no records to dispute, that Plaintiff made all payments
12 owed under the note securing the GPM DOT. GPM expressly disclaims any and all rights, title, and
13 interest in and to the Subject Property, the GPM DOT, and/or the note or any other obligations
14 secured by the GPM DOT.

15 Having made the aforementioned findings of fact and conclusions of law, it is hereby:

16 ORDERED that a Judgment Quieting Title is hereby entered against GPM, which has
17 disclaimed all interest in the Subject Property, legally described as:

18 Lot 19, Block 3, Gilmans Addition to the City of Seattle, according to
19 the plat thereof recorded in Volume 5 of Plats, Page 93, records of
King County, Washington.

20 Tax Parcel No. 277060-0390-09

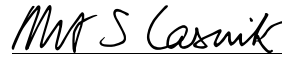
21 including any interest in that Deed of Trust recorded in King County under Auditor No.
22 20060228003172; and it is further

23 ORDERED that quieting title as to GPM’s interest in the Subject Property has no impact or
24 effect on the federal tax liens attached to the Subject Property; and it is further

25 ORDERED that plaintiff and GPM shall each bear its own costs and fees, including attorneys’
26 fees; and it is further

1 ORDERED that Defendant Greenpoint Mortgage Funding, Inc. is hereby dismissed from this
2 matter.

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4 Dated this 14th day of February, 2022.

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6 HONORABLE ROBERT S. LASNIK
7 UNITED STATES DISTRICT JUDGE
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